

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:) Chapter 11
)
W.R. GRACE & CO., et al.,) Case No. 01-1139(JKF)
)
Debtors.) Jointly Administered
)

**ARROWOOD'S OBJECTIONS TO THE LIBBY CLAIMANTS' DEPOSITION
DESIGNATIONS FOR PHASE II**

EXHIBIT A

Dated: August 20, 2009
New York, New York

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| Designation | Summary | Objection(s) |
|--|--|--|
| Deposition of Peter Van N. Lockwood | | |
| 96:3 to 97:20 | <ul style="list-style-type: none"> • How a settled asbestos insurance company on Exhibit 5 ascertains the scope of the protection it is afforded by the Asbestos PI Channeling Injunction. | <ul style="list-style-type: none"> • Legal conclusion • Hearsay as to Arrowood |
| 116:14 to 118:12 | <ul style="list-style-type: none"> • Whether the claims that Scotts, Kaneb, BNSF, and Libby may have through any of the insurance policies are being extinguished by virtue of Section 7.22(d)(ii). | <ul style="list-style-type: none"> • Legal conclusion • Hearsay as to Arrowood |
| 389:19 to 392:12 | <ul style="list-style-type: none"> • The standard for allowing or disallowing an asbestos PI claim under Section 502. | <ul style="list-style-type: none"> • Legal conclusion • Hearsay as to Arrowood |